

**HANDBOOK**  
**ON**  
**APPLICATIONS FOR ASSISTANCE**  
**UNDER SECTION 5311 OF CHAPTER 53,**  
**TITLE 49, UNITED STATES CODE**

**Missouri Department Of Transportation**  
**P.O. Box 270**  
**Jefferson City, Missouri 65102**

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## **INTRODUCTION**

Section 5311 of Title 49, United States Code herein referred to as 5311, provides operating assistance to public transportation systems in nonurbanized areas. A nonurbanized area is an area outside a city of 50,000 plus inhabitants and its densely settled fringe areas.

Eligible applicants of Section 5311 assistance must be either public bodies or private nonprofit corporations. Private for profit providers of service are eligible through purchase of service agreements with a local public body for the provision of public transportation services.

Section 5311 of Title 49, United States Code provides capital assistance to those systems providing general public services. Capital projects are funded at the ratio of 80 percent federal funds with 20 percent local match required.

This document is intended to acquaint applicants with the administrative requirements for federal planning, capital and operating assistance and to provide specific information on the contents and format of a Section 5311 application.

If you have any questions concerning this program, please contact the:

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, Missouri 65102  
(573) 751-7481**

## **RECOMMENDED STEPS IN COMPLETING APPLICATIONS RECOMMENDED FOR SECTION 5311 ASSISTANCE**

The Missouri Department of Transportation requires one complete, correct application **no less than 90 days** prior to project start date. All applicants are required to furnish the data requested in this handbook. The Missouri Department of Transportation recommends that the following areas be given first priority as they require substantial time to complete:

Operating/capital budget (See pages 5 and 8-9).

Public hearing process (See page 21).

Authorizing resolution from your governing body. (See page 11 or 12).

Legal opinion to determine if any pending legal issue prevents the applicant from submitting an application or carrying out the responsibilities of a Section 5311 grant (See page 13).

All applicants should carefully review the section on holding a public hearing. Failure to schedule a proper public hearing may cause an applicant to have to reschedule another public hearing or delay the project.

The balance of the assurances and exhibits may be completed at the project manager's discretion. Please review your application for completeness prior to submitting to the Missouri Department Of Transportation.

### **PROJECT SELECTION CRITERIA**

The Section 5311 program has a major goal. The program is designed to assist locally supported general public transportation systems. To accomplish this goal, the department has established two categories of direct grantees.

First priority is given to local public bodies because they meet the program's primary objective of offering general public service. Not-for-profit organizations are also allowed to participate in the program if they meet program criteria and have available local matching funds.

Specific application instructions begin on the next page.

We need a letter from your agency addressed to the Missouri Department of Transportation requesting assistance.

**EXAMPLE:**

Dear Sir:

The\_\_\_\_\_ is applying for a grant of \$\_\_\_\_\_.00 under Section 5311 of title 49, United States Code, to assist in financing a public transportation project. The applicant affirms that the data shown in this application are true and correct.

Sincerely,

Authorized Official

**(Cab coupon projects must also submit a letter requesting Missouri Department of Transportation authorization to begin the bid process)**

**APPLICATION FOR SECTION 5311 ASSISTANCE  
PROJECT PERIOD (                      )**

---

Date: \_\_\_\_\_

Applicant (legal name) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

County \_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**General description of Project:**

---

**Proposed Capital Funding:**

Federal	\$ _____
Local	\$ _____
TOTAL	\$ _____

**Proposed Operating Funding:**

Federal	\$ _____
Local	\$ _____
TOTAL	\$ _____

---

Authorized Official

**SAMPLE**  
**CAPITAL PROJECT BUDGET**

**PROJECT PERIOD:** \_\_\_\_\_

**CAPITAL PURCHASES**

ITEM 1	Purchase of four new 25-passenger gasoline powered small city buses, air conditioned, wheelchair lift equipped.	\$177,000
ITEM 2	Purchase of four two-way radios (\$2,000) and one base station (\$5,000)	\$7,000
	SUBTOTAL	\$184,000
	Federal Share (80%	\$147,200
	Local Cash Share (20%)	\$36,800
	TOTAL	\$184,000

Prioritize items in order of importance, i.e., the most important item should be listed first, the second most important item should be listed second, etc.

\* Please state if vehicles being requested are for expansion or replacement purposes. This can be identified on the vehicle roster page which follows.

\*\* Purchase of land, A & E services, construction of facilities and/or purchases of facilities are eligible items but the applicant must be a public entity established by Missouri Law.

## SAMPLE VEHICLE ROSTER

Model Year	Type of Vehicle	Mileage	Current Status of vehicle	Vehicle Identification Number	Will vehicle be replaced or not
1983	Van	120,000	Active		no
1984	Van/Mini-Bus	143,000	Active		yes
1985	School Bus	180,000	Back-up		yes
1986	Van	101,000	Active		no
1987	Van	99,000	Active		no

Spare ratio of vehicles is currently 20% (Applicants must compute spare ratio. In this sample, the spare ratio is 20%)

If an applicant operates a fixed route system, please indicate how many vehicles are needed to operate a peak period service.

Federal funds will not support vehicle acquisitions that result in a spare ratio greater than 30%. **The Missouri Department of Transportation will not apply for vehicles if the applicant's vehicle spare ratio exceeds 30%.**

All new vehicles requested must be identifiable as being for replacement purposes or expansion of service if that is anticipated

**COMMITMENT OF THE LOCAL SHARE  
(required for capital requests only)**

The local contribution for capital purchases will be made in cash by the

---

Name of Applicant

from sources other than Federal funds or transit revenues. Funds are currently available in the account for matching capital transit assistance.

Note: If funds are not currently available describe expected source.

It is further understood that no refund or reduction of the local contribution shall be made at any time unless there is at the same time a refund of a proportional amount of the federal grant.

---

Authorized Official

ATTEST:

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---

Title

## SAMPLE

## PROJECTED OPERATING BUDGET

Project Period: \_\_\_\_\_

## A. Total Operating Expenses

## 1. Project Administrative Costs

501.010A	Project Manager's Salary	\$20,500	
501.010A	Fringes	3,050	
501.010A	Secretary/Bookkeeper	12,000	
501.101A	Fringes	1,200	
504.01A	Office Supplies	4,450	
505.01	Building Utilities (lights, heat, water)	1,000	
505.01	Telephone	300.00	
506.01	Insurance	12,010	
509.01	Conferences (prior approval of MHTD)	1,000	
509.03	Promotion	800.00	
509.02	Travel (mileage)	1,000	
509.02	8Memberships	1,000	
509.03	Advertising (notices in newspapers)	200	
			\$58,510
501.01	Driver Salaries	200,000	
502.01	(1) Fringe Benefits	22,500	
520.02	Volunteer Dispatcher	9,500	
503.01	Maintenance (Labor and Parts)	16,000	
504.01	Fuel and Oil	17,000	
509.04	Cab Coupon Program	20,000	
			\$285,000

Total Operating Expenses \$343,510

## 2. Less Ineligible Expenses

a. Charter Bus Operating Expenses	10,000	
b. Excess Unrestricted Federal Funds		
(1) ACTION	510	
		\$10,510

3. Eligible Operating Expenses \$333,000

**Please code your Section 5311 budget per Attachment C**

4. Revenue

a. Passenger Farebox Income	40,000
b. School Passes	15,000
c. Federal Gas Tax Refund	<u>5,000</u>

Total fare box and other revenue applied against Eligible Expenses not included as local share. ( 60,000)

5. **Net Project Cost** 273,000

6. LOCAL Share: 50% 136,500

(1) Advertising Income	500	
(2) General Fund	54,500	
(3) Donated/Contributed Services	9,500	
(4) Charter Profits	<u>5,000</u>	
		69,500

b. Unrestricted Federal Funds

(1) SSBG	27,500
(2) Green Thumb	10,000
(3) (ACTION)	9,500
(4) DMH Title XX	2,500
(5) MO D.F.S.	2,500
(6) Title III B	4,000
(7) Title III-C2	1,000
(8) Head Start	<u>10,000</u>

Total Applicant Share 67,000

Section 5311 Funds Requested 136,500

**COORDINATION OF SOCIAL  
SERVICE FUNDING SUPPORTING  
GENERAL PUBLIC TRANSPORTATION**

List all specific contracts over \$1,000 by name.

ORGANIZATION	CONTRACT AMOUNT

**SAMPLE**

**AUTHORIZING RESOLUTION  
FOR  
PUBLIC ENTITIES**

WHEREAS, the Missouri Department of Transportation is authorized to make operating assistance grants for general public transportation projects; and,

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and,

WHEREAS, it is the goal of the applicant to provide the best transit system that can be provided with the money available.

NOW THEREFORE, be it resolved by the \_\_\_\_\_applicant\_\_\_\_\_ as follows:

1. That the \_\_\_\_\_ is authorized to execute and file a capital and/or operating application for operating assistance on behalf of the City of \_\_\_\_\_applicant\_\_\_\_\_, a municipal corporation, with the Missouri Department of Transportation's aid in the financing of a public transportation system.

2. That the \_\_\_\_\_ is authorized to furnish such additional information as the Missouri Department of Transportation may require in connection with the application or the project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_,

Signature\_\_\_\_\_

Typed Name\_\_\_\_\_

ATTEST:

Title\_\_\_\_\_

\_\_\_\_\_  
City Clerk

**SAMPLE**  
**AUTHORIZING RESOLUTION**  
**FOR**  
**NONPROFIT CORPORATIONS**

WHEREAS, the Missouri Department of Transportation is authorized to make grants for general public transportation projects; and,

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is the goal of the applicant to provide the best transit system that can be provided with the funds available.

NOW THEREFORE, be it resolved by the \_\_\_\_\_  
(name of corporation)

as follows:

1. That the Executive Director is authorized to execute and file applications for Section 5311 assistance on behalf of \_\_\_\_\_, a nonprofit corporation, with the Missouri Department of Transportation to aid in the financing of a public transportation system.
2. That the Executive Director is authorized to furnish such additional information as the Missouri Department of Transportation may require in connection with the application of the project.
3. That the President or Chairperson is authorized to execute grant agreement(s) on behalf of the \_\_\_\_\_ with the Missouri Department of Transportation for aid in the financing of Section 5311 assistance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature\_\_\_\_\_

Typed Name\_\_\_\_\_

Title\_\_\_\_\_

ATTEST

\_\_\_\_\_  
Secretary of the Board

**SAMPLE**  
**LEGAL OPINION**

Date

The Honorable John Doe  
Mayor of \_\_\_\_\_  
City Hall  
City of \_\_\_\_\_, Missouri

Dear Mayor Doe:

This communication will serve as the requisite opinion of counsel to be filed with the Missouri Department of Transportation in connection with the application of the City of \_\_\_\_\_, Missouri, for financial assistance pursuant to the provisions of Section 5311 of Title 49, United States Code herein referred to as 5311. I understand that the City of \_\_\_\_\_, Missouri, has been duly designated a recipient in accordance with the provisions of Section 5311, and that the Missouri Department Of Transportation has concurred in the designation. The legal authority for the City of \_\_\_\_\_'s ability to carry out the project directly, by lease, contract, or otherwise is set forth below:

1. The City of \_\_\_\_\_, Missouri is authorized under Chapter 77, RSMO 1969, as amended, to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly by the City of \_\_\_\_\_, Missouri, and/or purchase of service or lease arrangements with other parties.
2. I have reviewed the pertinent federal, state, and local laws, and I am of the opinion that there is no legal impediment to making this application. Furthermore, as a result of my examinations, I find that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of the City of \_\_\_\_\_, Missouri, to carry it out.

Respectfully submitted,

City Attorney

## CERTIFICATION OF COMPLIANCE WITH CIVIL RIGHTS

**29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49  
U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the \_\_\_\_\_ (the "Applicant") agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(3) The Applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **EXHIBITS**

**CERTIFICATION OF COMPLIANCE  
CHARTER SERVICE AND SCHOOL BUS REGULATIONS**

**49 CFR Part 605**

**School Bus Operations** - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**49 U.S.C. 5323(d)  
49 CFR Part 604**

**Charter Service Operations** - The Applicant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LABOR**

Please state in a narrative how this project will affect the employment conditions of your employees. What is the anticipated impact on employment of eligible public mass transportation providers in your proposed service area? Federal Transit Administration rules and regulations have defined public transportation as "any transportation by bus or rail or other conveyance, either publicly or privately owned, which provides to the public general or special services on a regular and continuing basis." Public transportation does not include the following: 1) school bus, charter or sightseeing service; 2) exclusive ride taxi service; and 3) service to individuals or groups which excludes use by the general public (i.e., age or income restrictions).

The term transportation service area of your project is intended to include the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project.

Note: An eligible recipient includes those providers who are approved to receive Section 5311 assistance and other providers who qualify for Section 5311 assistance.

Applicants for Section 5311 assistance are required to agree to the conditions of the labor protection warranty. If the applicant agrees to the warranty, the applicant shall include in the application a statement agreeing to abide by all conditions of the Section 533 (b) warranty (see Exhibit B-1). A listing of eligible public mass transportation providers in the applicant's transportation service area should be provided as Exhibit B-2 (see example).

**ACCEPTANCE OF SPECIAL 5333(B) OF TITLE 49, UNITED STATES CODE  
WARRANTY FOR APPLICATION TO THE SMALL  
URBAN AND RURAL PROGRAM**

Name \_\_\_\_\_ of

Grantee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

(Hereinafter referred to as the "Applicant".)

The Applicant, for and in consideration of a transportation grant to be made available to the recipient, pursuant to Section 5311 of Title 49, United States Code, hereby agrees to accept the terms and conditions of the Special 5333 (b) Warranty, incorporated herein and made a part hereof by reference, absent a waiver by the U.S. Department of Labor.

The Applicant hereby agrees that it is the exclusive designated legally responsible party under the terms of the Special Section 5333 (b) Warranty and that the state of Missouri, acting through the Missouri Department Of Transportation, assumes no obligation under the terms of the Special Warranty which are not otherwise part of its normal obligation as a grant administering agency.

The Applicant hereby authorizes the presentation of this acceptance by the state of Missouri to the U.S. Department of Labor as evidence of the Applicant's commitments above described.

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B-2****LISTING OF APPLICANTS, ELIGIBLE SURFACE TRANSPORTATION PROVIDERS AND LABOR REPRESENTATION**

(1)	(2)	(3)	(4)
Project	Applicant	Other Surface Public Transportation Providers	Union Representation of Employees, if any
Cite project by name (i.e. Jefftran, Houston Shuttle)	Identify applicant of transportation assistance (legal entity) and the actual provider of the service	Identify other eligible surface public transportation providers	Applies to employees of providers in Columns 2 and 3
Area served by this project:			

## PUBLIC HEARING REQUIREMENT

All applicants for Section 5311 Assistance are required to schedule a public hearing on the proposed Section 5311 project. The intent of the public hearing is to notify the public of the transportation activities the applicant wishes to carry out under the Section 5311 project. The public hearing process should begin four months prior to the start of the proposed project and involves the posting of **two notices** regarding the hearing in a local general circulation newspaper.

Applicants must post the **first notice** regarding a public hearing no less than 30 days before the scheduled date of the public hearing.

The **second notice** of a public hearing must appear no less than 7 days before the hearing date.

**A copy of the publisher's affidavit and a transcript of the public hearing (if applicable) is required in your application.**

**NOTE:** If no person(s) request to appear or submit written or oral testimony **three** days before the scheduled date of the public hearing, the applicant is not required to hold the public hearing but must complete the certification on page 24 and submit it and the publishers' affidavit with your Section 5311 application.

**SAMPLE  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by \_\_\_\_\_, on April 15, 2001, at 7:00 p.m. to consider a project partially funded by the Missouri Department of Transportation, pursuant to Section 5311 of Title 49, United States Code.

1. Purchase of four (4) ) buses. The vehicles will all be lift equipped and will have two-way radios.
2. Request financial assistance in an amount necessary to complete funding and operate the city's public transit system.
3. The location of the project will be 50 N. Torrence to serve \_\_\_\_\_ (city, county) \_\_\_\_\_ , Missouri.
4. The total estimated cost of the project is \$493,800
 

Federal Funds	320,500
Local Funds	173,300
5. The source of the local match will be from city general funds.
6. At the hearing, the city will afford an opportunity for interested persons or agencies to be heard regarding the project. Interested persons may submit orally, or in writing, evidence and recommendations with respect to said project. If no person(s) request to give either oral or written evidence and recommendations three days prior to the public hearing, the applicant is not required to hold the public hearing.
7. Organizations interested in the proposed service may request information concerning the project from the applicant.
8. Any person requesting information or requiring special accommodations to attend the hearing may contact : (name, address, and telephone number of contact person).

**THE FOLLOWING CERTIFICATION IS REQUIRED BY APPLICANT IF NO PERSON(S)  
REQUEST TO APPEAR BEFORE THE PUBLIC HEARING**

---

Date\_\_\_\_\_

I, \_\_\_\_\_, certify that an opportunity to hold a public hearing was afforded and that no person(s) requested to appear before or submit written testimony on this grant application.

\_\_\_\_\_  
Signature

**CERTIFICATION OF COMPLIANCE WITH  
DRUG AND ALCOHOL MISUSE  
RULE FOR FTA RECIPIENTS**

**49 CFR part 653 and part 654**

DATE: \_\_\_\_\_

Missouri Department of Transportation  
Attention: Transit  
P. O. Box 270  
Jefferson City, MO 65102

I, \_\_\_\_\_, \_\_\_\_\_, certify that  
(Name) (Title)  
\_\_\_\_\_ has established  
and implemented an anti drug program and has conducted employee training complying with the  
requirements of 49 CFR part 653; and that no employees are regulated by the U.S. Federal  
Railroad Administration (FRA).

I, \_\_\_\_\_, \_\_\_\_\_, further certify that  
(Name) (Title)  
an alcohol misuse prevention program complying with the requirements of 49 CFR part 654 has  
been established and that no employees are regulated by the Federal Railroad Administration  
(FRA).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION OF PRIMARY AND LOWER-TIER  
PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

49 CFR Part 29  
Executive Order 12549

Executive Order 12549, as implemented by 49 CFR, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

The Primary Participant submitting this application under FTA assistance, the Missouri Department of Transportation, certifies, by admission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Lower-Tier Participant (the Applicant) under contract with the primary participant, the Missouri Department of Transportation, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

\_\_\_\_\_  
Signature of Lower-Tier Participant

The undersigned chief legal counsel for \_\_\_\_\_  
(applicant)

hereby certifies \_\_\_\_\_ has authority under State and Local law  
(applicant)

to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

**CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on  
(name and title of applicant official)

behalf of the \_\_\_\_\_.  
(name of applicant)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*[Note: Pursuant to 31 U.S.C. Section 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]*

The Applicant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

---

Signature of Authorized Official

---

Name and Title of Authorized Official

---

Date

## ADA CERTIFICATION FOR PUBLIC ENTITIES

## Certification of Equivalent Service

The \_\_\_\_\_ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
4. Hours and days of service
5. Restrictions on trip purpose
6. Availability of information and reservation capability and
7. Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving any Federal Transit Administration (FTA) funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under Chapter 53 of Title 49, United States Code must file the certification with the appropriate FTA regional office. **This certification is valid for no longer than one year from its date of filing.**

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ADA CERTIFICATION FOR NOT-FOR-PROFIT**

## Certification of Equivalent Service

The \_\_\_\_\_ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
4. Hours and days of service
5. Restrictions on trip purpose
6. Availability of information and reservation capability and
7. Constraints on capacity or service availability.

In accordance with 49 CFR 37.103 not-for-profit organizations operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office. **This certification is valid for no longer than one year from its date of filing.**

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Name of Official

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Applicant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Applicant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Applicant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Applicant to the extent the Federal Government deems appropriate.

(2) The Applicant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Applicant, to the extent the Federal Government deems appropriate.

(3) The Applicant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
BREACHES AND DISPUTE RESOLUTION**

**49 CFR Part 18  
FTA Circular 4220.1D**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Missouri Department of Transportation's Administrator of Transit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Applicant mails or otherwise furnishes a written appeal to the Administrator of Transit. In connection with any such appeal, the Applicant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator of Transit shall be binding upon the Applicant and the Applicant shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Missouri Department of transportation, Applicant shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Missouri Department of Transportation and the Applicant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Missouri.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Missouri Department of Transportation or Applicant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

**Clean Water** - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
FEDERAL CHANGES**

**49 CFR Part 18**

**Federal Changes** - Applicant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
ENERGY CONSERVATION REQUIREMENTS**

**49 CFR Part 18  
42 U.S.C. 6321 et seq.**

**Energy Conservation** - The applicant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 23**

**Disadvantaged Business Enterprise Provision 1.** The Federal Fiscal Year goal has been set by the Missouri Department of Transportation (the "Department") in an attempt to match projected procurements with available qualified disadvantaged businesses. The Department's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the Department as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the applicant is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the Department may declare the Applicant noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the Missouri Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Applicant agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Applicant shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Applicant shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the Missouri Department of Transportation to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Department's procurement activities are encouraged.

(b) DBE obligation - The Applicant and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in

accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Applicant is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Department may declare the applicant noncompliant and in breach of contract.

(d) The Applicant will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Department's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Department and will be submitted to the Department upon request.

(e) The Missouri Department of Transportation will provide affirmative assistance as may be reasonable and necessary to assist the prime applicant in implementing their programs for DBE participation. The assistance may include the following upon request:

- \* Identification of qualified DBE

- \* Available listing of Minority Assistance Agencies

- \* Holding bid conferences to emphasize requirements

## 2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh

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Signature

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Title

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Date

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**CERTIFICATION OF COMPLIANCE  
INCORPORATION OF FEDERAL  
TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1D**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Applicant shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Transportation requests which would cause the Missouri Department of Transportation to be in violation of the FTA terms and conditions.

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Signature

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Title

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Date

**COMPLIANCE WITH  
PROCUREMENT PROVISIONS OF  
FTA CIRCULAR 4220.1 D**

The applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA circular 4220.1D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each applicant will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

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Signature

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Title

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Date

## COMPLIANCE WITH TERMINATION PROVISION

### 49 U.S.C. Part 18 FTA Circular 4220.1D

**a. Termination for Convenience (General Provision)** The Missouri Department of Transportation (the "Department") may terminate this contract, in whole or in part, at any time by written notice to the Applicant when it is in the Government's best interest. The Applicant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Applicant shall promptly submit its termination claim to the Department to be paid the Applicant. If the Applicant has any property in its possession belonging to the Department, the Applicant will account for the same, and dispose of it in the manner the Department directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Applicant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Applicant fails to perform in the manner called for in the contract, or if the Applicant fails to comply with any other provisions of the contract, the Department may terminate this contract for default. Termination shall be effected by serving a notice of termination on the applicant setting forth the manner in which the Applicant is in default. The applicant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Department that the Applicant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Applicant, the Department, after setting up a new delivery of performance schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The Department in its sole discretion may, in the case of a termination for breach or default, allow the Applicant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Applicant fails to remedy to the Department's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Applicant or written notice from the Department setting forth the nature of said breach or default, the Department shall have the right to terminate the Contract without any further obligation to Applicant. Any such termination for default shall not in any way operate to preclude the Department from also pursuing all available remedies against Applicant and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the Department elects to waive its remedies for any breach by Applicant of any covenant, term or condition of this Contract, such waiver by the Department shall not limit the Department's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The Department, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Department shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Applicant fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Applicant fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of the default. The Applicant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

**g. Termination for Default (Transportation Services)** If the Applicant fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Applicant fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of default. The Applicant will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Applicant has possession of the Department's goods, the Applicant shall, upon direction of the Department, protect and preserve the goods until surrendered to the Department or its agent. The Applicant and the Department shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

**h. Termination for Default (Construction)** If the Applicant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Applicant fails to comply with any other provisions of this contract, the Department may terminate this contract for default. The Department shall terminate by delivering to the Applicant a Notice of Termination specifying the nature of the default. In this event, the Department may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Applicant and its sureties shall be liable for any damage to the Department resulting from the Applicant's refusal or failure to complete the work within specified time, whether or not the Applicant's right to proceed

with the work is terminated. This liability includes any increased costs incurred by the Department in completing the work.

The Applicant's right to proceed shall not be terminated nor the Applicant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Applicant. Examples of such causes include: acts of God, acts of the Department, acts of another Applicant in the performance of a contract with the Department, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the applicant, within ten [10] days from the beginning of any delay, notifies the Department in writing of the causes of delay. If in the judgment of the Department, the delay is excusable, the time for completing the work shall be extended. The judgment of the Department shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Applicant's right to proceed, it is determined that the Applicant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department.

**i. Termination for Convenience or Default (Architect and Engineering)** The Department may terminate this contract in whole or in part, for the Department's convenience or because of the failure of the Applicant to fulfill the contract obligations. The Department shall terminate by delivering to the Applicant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Applicant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Department, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Applicant to fulfill the contract obligations, the Department may complete the work by contract or otherwise and the Applicant shall be liable for any additional cost incurred by the Department.

If, after termination for failure to fulfill contract obligations, it is determined that the Applicant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

up to the time **j. Termination for Convenience or Default (Cost-Type Contracts)** The Department may terminate this contract, or any portion of it, by serving a notice of termination on the Applicant. The notice shall state whether the termination is for convenience of the Department or for the default of the Applicant. If the termination is for default, the notice shall state the manner in which the applicant has failed to perform the requirements of the contract. The Applicant shall account for any property in its possession paid for from funds received from the

Department, or property supplied to the Applicant by the Department. If the termination is for default, the Department may fix the fee, if the contract provides for a fee, to be paid the applicant in proportion to the value, if any, of work performed of termination. The Applicant shall promptly submit its termination claim to the Department and the parties shall negotiate the termination settlement to be paid the Applicant.

If the termination is for the convenience of the Department, the Applicant shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Department determines that the Applicant has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the applicant, the Department, after setting up a new work schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE WITH CLEAN AIR**

**42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18**

**Clean Air** - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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Signature

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Title

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Date

**CERTIFICATION OF COMPLIANCE  
WITH  
FEDERAL PRIVACY ACT REQUIREMENTS**

**5 U.S.C. 552**

**Contracts Involving Federal Privacy Act Requirements – Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.**

The applicant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, as amended, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, as amended, and the Public Health Service Act of 1912, amended, 49 U.S.C. 290dd-3 and 2390ee-3, and any subsequent amendments to these acts.

~~**Contracts Involving Federal Privacy Act Requirements** – The following requirements apply to the Applicant and its employees that administer any system of records on behalf of the Federal Government under any contract:~~

~~(1) The Applicant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,~~

~~5 U.S.C. § 552a. Among other things, the Applicant agrees to obtain the express consent of the Federal Government before the Applicant or its employees operate a system of records on behalf of the Federal Government. The Applicant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.~~

~~(2) The Applicant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.~~

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Signature

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Title

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Date

**CERTIFICATION OF  
NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

- (1) The Purchaser and Applicant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Applicant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Applicant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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Signature

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Title

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Date

**STATE AND LOCAL LAW DISCLAIMER**

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

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Signature

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Title

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Date

**CERTIFICATION OF SECTION 5323(a)(1) REQUIREMENTS  
(FOR PUBLIC ENTITIES ONLY)**

**Section 5323(a)(1) Requirements** - As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires property or an interest in property of a private mass transportation company or operates mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible;

C. Paid just compensation under State or local law to a private mass transportation company for its franchises or property acquired and;

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

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Signature

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Title

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Date

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